

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Time-and-Materiels		Page 1 Of 15	
2. Amendment/Modification No. P00004		3. Effective Date 2004MAR10		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ADEBS TONI SPALDING (586)574-6290 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SPALDINT@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451		Code S1403A	
				SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) M H STRATEGIES, LLC 1527 RIDGE HILL CT. SAINT CHARLES, MO. 63304-8662				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-D-T046	
TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		10B. Dated (See Item 13) 2002JUN03	
Code 1WK69		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement & FAR 43							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2005DEC31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) LAWRENCE R. ELLENA ELLENAL@TACOM.ARMY.MIL (586)574-6952			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004MAR10	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

MODIFICATION P00004 to Basic Contract DAAE07-02-D-T046 is issued this date in March 2004 to:

- (a) Reiterate and validate the system posting of an increase in the period of performance for this Basic Contract changing contract expiration to 31 December 2005. Contract expiration of 12/31/05 indicates that no additional task orders may be issued beyond December 31, 2005, however it does not prevent open active task orders from being completed beyond this date.
- (b) Reiterate and validate the increase in ceiling value of this contract to \$500,000. The increase in ceiling value does not necessarily assure that this contract will be funded to the \$500,000 threshold. This increase does allow task orders to be issued and/or funded to completion in accordance with level of effort expended up to the \$500,000 limit.
- (c) Reiterate and validate the ordering period rate structure changes to match the extended period of performance for this contract, and extend one additional ordering period (OP-4) for the period June 2, 2005 through target completion of December 31, 2005. Labor rates have been negotiated for a 3% per year increase/adjustment; Section B, Schedule pages show the ordering periods, dates, and rates with the negotiated labor rate increases.

- OP-1: June 3, 2002 through June 2, 2003
- OP-2: June 3, 2003 through June 2, 2004
- OP-3: June 3, 2004 through June 2, 2005
- OP-4: June 3, 2005 through contract completion or December 31, 2005

Labor Rates: OP-1 and part of OP-2 (June 3, 2003 through August 31, 2003) are unchanged rates from the basic contract award. Note: During OP-2, June 3, 2003 to August 31/2003 an additional labor category of Senior Logistics Specialist was added. This addition will carry into OP-4.

- OP-2, September 1, 2003 through June 2, 2004 labor rates reflect a 3% across the board increase
- OP-3, June 3, 2004 through June 2, 2005 labor rates reflect a 3% across the board increase
- OP-4, June 3, 2005 through contract completion or December 31, 2005

Items (a) and (b) above were coordinated with the TACOM Competition Advocate Office and the St. Louis, MO Small Business Office (POC Ms. Beverly Haake), and were approved by the PCO, Larry Ellena under a Justification & Approval (J&A) and a Management Decision Document (MDD) updated for this change.

(d) SECTION C:

- Item 2- Objective
The last line is changed to read that this is a forty-two (42) month Time and Materials Services indefinite delivery/indefinite quantity contract.
- Item 5- Period of Performance
The language is changed to reflect the extension of the contract through December 31, 2005 as above.
- Item 9- Performance Certifier
Is changed to delete Mr. Randy Dubay as a performance certifier; Mr. Dubay has retired, and to add Ms. Brenda McKinney who is SAM for the MCS legacy/existing fleet systems. The new language of Section C.9 reads as follows:

"Performance certifiers will be identified for each Task Order within the Order when issued. In general, performance certifiers for this contract are MCS Systems Acquisition Manager (SAM), Mr. Kerry Riese, SFAE-CS&CSS FP-AWS, email address RieseK@tacom.army.mil, telephone number (586) 574-7926; and/or MCS Systems Acquisition Manager, Ms. Brenda McKinney, SFAE-CS&CSS FP-AWS, email address McKinneB@tacom.army.mil, telephone number (586) 753-2285; and/or MCS Procurement Analyst, Mr. Michael Herlevi, SFAE-CS&CSS FP-AQ, email address HerlevMi@tacom.army.mil, telephone number (586) 574-6002."

(e) SECTION H:

- Item H-22 Contract Period, Review and Modification
Change language to reflect extended period of performance for 42- months, and extension of ceiling price from \$200,000 to \$500,000.
- All other terms and conditions of the basic contract remain unchanged by this action.

* * * * * NOTHING FOLLOWS * * * * *

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*** END OF NARRATIVE A 004 ***

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>CONTRACTOR SUPPORT LABOR HOURS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST PROGRAM YEAR/1st ORDERING PERIOD (OP)</u> is the date of award plus 364 days, a total of one year from date of award. <u>June 3, 2002 through June 2, 2003</u></p> <p><u>SECOND PROGRAM YEAR/2nd ORDERING PERIOD (OP)</u> is a total of one year from the end of the First Program Year: day 366 thru day 730. <u>June 3, 2003 through June 2, 2004</u></p> <p><u>THIRD PROGRAM YEAR/3rd ORDERING PERIOD (OP)</u> is a total of one year from the end of the Second Program Year; day 731 thru day 1,095. <u>June 3, 2004 through June 2, 2005</u></p> <p><u>FOURTH PROGRAM YEAR/4th ORDERING PERIOD (OP)</u> is one year or upon completion of contract, targeted for December 31, 2005, if sooner. <u>June 3, 2005 through December 31, 2005</u></p> <p style="text-align: center;">* * * * *</p> <p>NOTE 2: The price applicable to an individual order is the price for the Program Year/Ordering Period in which the order is issued. Modifications issued in another Program Year will be quoted/funded at the new Program Year labor rates.</p> <p style="text-align: center;">(End of narrative A001)</p> <p>The total performance period anticipated for this contract is 42-months, with four (4) ordering periods in accordance with Provision H-12. The minimum and maximum dollar amounts for the total five years is:</p> <p>Minimum: \$10,000.00 Maximum: \$500,000.00</p> <p>Funds shall be obligated for services/labor, materials, and travel ordered only upon issuance of Task Orders, and not by the Basic Contract itself.</p> <p style="text-align: center;">(End of narrative A003)</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>CLIN 0010 is the Basic CLIN designated for Contractor Services and Support Labor Hours.</p> <p>This contract and subsequent Task Orders are intended to provide the necessary technical support and labor necessary for the completion of documents required to obtain type classification-standard, material release, and fielding of the Modular Causeway Systems (MCS).</p> <p>The following are identified as Contractor Support labor categories.</p> <p>Program Manager Project Leader Senior Engineer/Scientist Senior Analyst/Logistician *Senior Logistics Specialist (Year/OP-2) Journeyman Engineer/Scientist Journeyman Analyst/Logistician Junior Engineer/Scientist Junior Analyst/Logistician Administrative Support</p> <p>The following labor rates shall apply to the <u>First Ordering Period (CLIN 0011)</u> on a Time-and-Material basis. Effective as of date of signature of basic contract award through day 365 after contract award date. <u>Rates below are "per hour" for Ordering Period 1 (OP-1), June 3, 2002 through June 2, 2003:</u></p> <p>a. Program Manager \$74.55 b. Project Manager \$74.55 c. Senior Engineer/Scientist \$58.55 d. Senior Analyst/Logistician \$54.25 e. Journeyman Engineer/Scientist \$47.97 f. Journeyman Analyst/Logistician \$36.34 g. Junior Engineer/Scientist \$35.77 h. Junior Analyst/Logistician \$28.86 i. Administrative Support \$22.40 -----</p> <p><u>The following labor rates shall apply to the first part of the Second Ordering Period (CLIN 0012) which is for a period of 3-months beyond the first OP year (total 18-month contract effort), effective as of day 366 after basic contract award. Rates below are "per hour" for Ordering Period 2 (OP-2), June 3, 2003 through August 31, 2003:</u></p>				

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Name of Offeror or Contractor: M H STRATEGIES, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	a. Program Manager \$74.55 b. Project Manager \$74.55 c. Senior Engineer/Scientist \$58.55 d. Senior Analyst/Logistician \$54.25 *e. Senior Logistics Specialist \$69.75 f. Journeyman Engineer/Scientist \$47.97 g. Journeyman Analyst/Logistician \$36.34 h. Junior Engineer/Scientist \$35.77 i. Junior Analyst/Logistician \$28.86 j. Administrative Support \$22.40 *Item above indicated by "*" added at award of Modification P00002. The addition of skill labor category "Senior Logistics Specialist" is effective for Ordering Period/year two of this contract. ----- The following labor rates shall apply to the second part of Ordering Period 2 (OP-2) (CLIN 0012) which is for a period of 10-months. Rates below are "per hour" for the second 10 months of Ordering Period 2 (OP-2), September 1, 2003 through June 2, 2004: a. Program Manager \$77.16 b. Project Manager \$77.16 c. Senior Engineer/Scientist \$60.60 d. Senior Analyst/Logistician \$56.15 *e. Senior Logistics Specialist \$72.19 f. Journeyman Engineer/Scientist \$49.65 g. Journeyman Analyst/Logistician \$37.61 h. Junior Engineer/Scientist \$37.02 i. Junior Analyst/Logistician \$29.87 j. Administrative Support \$23.18 ----- The following labor rates shall apply to the third Ordering Period, (OP-3) (CLIN 0013). Rates below are "per hour" for Ordering Period 3 (OP-3), June 3, 2004 through June 2, 2005: a. Program Manager \$79.86				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	b. Project Manager \$79.86 c. Senior Engineer/Scientist \$62.72 d. Senior Analyst/Logistician \$58.11 *e. Senior Logistics Specialist \$74.72 f. Journeyman Engineer/Scientist \$51.39 g. Journeyman Analyst/Logistician \$38.93 h. Junior Engineer/Scientist \$38.32 i. Junior Analyst/Logistician \$30.92 j. Administrative Support \$24.00 ----- <p>The following labor rates shall apply to the fourth Ordering Period, (OP-4) (CLIN 0014. Rates below are "per hour" for Ordering Period 4 (OP-4), June 3, 2005 through either contract completion or December 31, 2005:</p> a. Program Manager \$82.26 b. Project Manager \$82.82 c. Senior Engineer/Scientist \$64.60 d. Senior Analyst/Logistician \$59.85 *e. Senior Logistics Specialist \$76.96 f. Journeyman Engineer/Scientist \$52.93 g. Journeyman Analyst/Logistician \$40.10 h. Junior Engineer/Scientist \$39.47 i. Junior Analyst/Logistician \$31.85 j. Administrative Support \$24.72 ----- (End of narrative B001)				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	<p><u>SUBCONTRACTOR SUPPORT LABOR HOURS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN 0020 is designated for Subcontractor effort required in Support of the Basic Contract Scope of Work and subsequent Task Orders.</p> <p>Subcontractor costs are calculated based on costs plus G&A.</p> <p>(End of narrative B002)</p> <p>First Ordering Period G&A Rate: 12%</p> <p>Second Ordering Period G&A Rate: 12%</p> <p>Third Ordering Period G&A Rate: 12%</p> <p>Fourth Ordering Period G&A Rate: 12%</p> <p>(End of narrative B003)</p>				
0030	<p><u>MATERIALS REQUIRED IN SUPPORT OF KT SOW</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN 0030 is designated for Materials required in Support of the Basic Contract Scope of Work and subsequent Task Orders.</p> <p>Material costs are calculated based on costs plus G&A. In situations where material is required that was not previously identified, where Contractor must make last minute adjustments: i.e., securing materials or briefing support packages during a TDY, these costs will be paid with G&A plus a handling fee. This fee will be negotiated and identified at time of Basic Contract Award and will be applicable for all Task Orders issued under the Basic Contract.</p> <p>(End of narrative B001)</p> <p>First Ordering Period G&A Rate: 12%</p>				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	<p>Second Ordering Period G&A Rate: 12%</p> <p>Third Ordering Period G&A Rate: 12%</p> <p>Fourth Ordering Period G&A Rate: 12%</p> <p>A negotiated and approved additional 5% may be charged and approved for last minute changes and/or requirements for material, i.e. to attend meetings, provide briefing packages, graphics, etc.</p> <p>(End of narrative B002)</p> <p><u>TRAVEL IN SUPPORT OF THE CONTRACT SOW</u></p> <p>SECURITY CLASS: Unclassified</p> <p>CLIN 0040 is designated for Travel in Support of the Basic Contract Scope of Work and subsequent Task Orders.</p> <p>Travel costs are determined using Government Joint Travel Regulations (JTR) for the per diem and lodging rates; air travel is coach or business class for overseas flights. Total pricing is calculated based on costs plus G&A.</p> <p>(End of narrative B001)</p> <p>First Ordering Period G&A Rate: 12%</p> <p>Second Ordering Period G&A Rate: 12%</p> <p>Third Ordering Period G&A Rate: 12%</p> <p>Fourth Ordering Period G&A Rate: 12%</p> <p>(End of narrative B002)</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

* Items listed below with an asterisks have been changed through issuance of Modification P00004, March 2004; See Section A, Mod P00004 if clarification of the change is further required.

STATEMENT OF WORK
MODULAR CAUSEWAY SYSTEMS (MCS)

1. BACKGROUND.

The Army has a mission to rapidly offload cargo and war fighting materiel from strategic sealift and commercial vessels upon their arrival in a theater of operations. The offload mission is best accomplished in a fixed, deep draft port facility. However, when such ports are unavailable, denied, damaged or lack required capacity, or when called out in strategic planning, Logistics-Over-The-Shore (LOTS) or Joint LOTS (JLOTS) operations are used to carry out the mission. Modular Causeway Systems are a critical element of LOTS/JLOTS operations. The MCS are composed of four different configurations of modules in various combinations:

- (1) Roll-On/Roll-Off Discharge Facility (RRDF) - this floating platform provides an interface between RO/RO ships and watercraft lighters;
- (2) Causeway Ferry (CF) - this ferry accepts Lift-on/Lift-off and/or RO/RO cargo from commercial and strategic sea lift ships anchored in-stream for direct transport to shore;
- (3) Floating Causeway (FC) - this anchored platform provides a docking pier head at the shore for simultaneous discharge of more than one lighter, drive-off of rolling stock, and offload of cargo using material handling equipment;
- (4) Warping Tug (WT) - this tug is used as a tendering vessel to assemble, push, pull, restrain and maneuver the RRDF and FC, and to emplace and retrieve anchors.

MCS are both in the field (legacy system) and are being procured under a new 2001 contract.

The legacy causeway systems are being used by soldiers without all testing having been completed, and without type classification-standard, materiel release approved, or total package fielding support identified. This effort is intended to ensure that the type classification-standard, materiel release, and fielding approvals are obtained for the Modular Causeway Systems inclusive.

2. *OBJECTIVE.

The objective of this effort is to obtain management support services necessary for the completion of all documents required to obtain type classification-standard, materiel release, and fielding of the systems. This documentation and the requirements for approvals is stated in the DoD 5000.2, DoD 5000.2R, and TACOM local Materiel Release regulation and policy guidance documents. The Contractor will use these regulations and guidance in review and analysis of all documents required for final preparation and staffing of those documents. Specific work assignments to accomplish these efforts will be made by Task Orders issued against the Basic Contract. This Contract is a forty-two (42) month Time and Materials Services indefinite delivery/indefinite quantity type Contract.

3. SCOPE.

The Contractor, as an independent contractor and not as an agent of the Government, shall provide management support to the Project Manager's Office, Army Watercraft Systems, U.S. Army TACOM. This support shall involve obtaining type classification-standard, a materiel release and fielding approvals for the MCS. This support shall include review of any/all existing documents required for completion of this effort, validating and verifying that the information contained therein conforms to the requirements listed in the DoD 5000.2, 5000.2R and TACOM Materiel Release Policy, and changing the documents as necessary to meet the regulations and clarify issues in order to to obtain approvals. (DoD5000.2 has a more complete listing)

The following is a preliminary listing of the approval documentation required as of the time of this writing, required for obtaining type classification and materiel release, toward fielding of the Modular Causeway System. DoD 5000.2, DoD 5002.R and TACOM Materiel Release policy and guidance have the complete listing of documents. All analysis and review, update and processing should be done in accordance with the regulations current at time of processing the required document. Current is meant to mean documents required at the time of performance of an effort. Any regulatory changes from the time of award of basic contract to time of any task order delivery will be addressed by incorporation of regulation/policy changes and updates.

- a. Program Executive Office Summary (PEO Summary)
- b. Operational Requirements Document update (ORD updated)
- c. Basis of Issue Plan (BIP)
- d. Safety Assessment Report with Health Hazard Annex (SAR/HHA)
- e. Legacy testing issues such as Warping Tug (WT)/Causeway Ferry (CF) reliability

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- f. Independent Logistics Systems assessment (ILS assessment)
- g. Supportability Plan
- h. Total Package Fielding Plan (TIFP)
- i. Materiel Requirements List
- j. Materiel Fielding Plan/Materiel Fielding Agreement (MFP/MFA)
- k. MCS reporting status for readiness tracking purposes
- l. New production training
- m. New production Test & Evaluation Master Plan (TEMP)

The Contractor's efforts shall progress in accordance with the Government's milestone schedule for MCS type classification, materiel release, and fielding. The following is the proposed milestone schedule:

\'b7*\'b7Start of work is scheduled within 15 days after award of first Task Order; expected to be released within 15-days after basic contract award.

Type classification/Materiel Release approvals (current RRDF/FC) - June 2002

Fielding (current RRDF/FC) - July 2002

Type classification/Materiel Release approval (current WT - August 2002

Type classification/Materiel Release approval (current CF - Nov 2002

Fielding (current CF/WT) - September 2002

Type classification/Materiel Release approvals (new procurement RRDF/WT) - RRDF/July 2002, WT/December 2002

Fielding (new procurement RRDF/WT) - January 2003

Type classification/Materiel Release approval (new procurement CF) - April 2003

All taskings will be issued by the Contracting Officer/contracting office through issuance of Task Orders to the Basic Contract.

4. CONTROL PROCEDURES.

(a) The progress and quality of contract work will be controlled and tracked through monthly contractor progress reports submitted in contractor format to the project management office in accordance with DID DI-MGMT-80368, Status Report/Progress Report. Details of the information required is provided to the contractor in the DID included and incorporated with the contract documents. In general reports will include a description of work performed, the number of man hours contracted for the effort, the number of man hours actually expended in performance of the effort, and any travel and other material cost expended in support of the effort, and are due to begin within 30-days after award of a task order.

(b) All documents that the Contractor delivers under this Contract will be identified as not having restrictive data rights and will include the following legend: MH Strategies developed document.

(c) Performance of the Contractor will be measured by obtaining approval of documents required under each Task Order.

5. *PERIOD OF PERFORMANCE. The period of performance for this contract shall be forty-two (42) months from the date of award; June 3, 2002 through December 31, 2005.

6. TRAVEL. Contractor travel is required in support of this SOW. Duration of each trip will be driven by the requirements of individual Task Orders. Travel is expected to be within the Continental USA only. A trip report is required within 30-days of completion of the travel in Contractor format. The Trip report will include the following: under which task order it was performed, who was met or participated in the travel activity at the site and what was accomplished, why travel was required, where travel was to, and are there open issues still be to resolved. Contents of each trip report will be determined by the reason for the trip, but minimally shall include where travel was to, when, what for, and a summation of the events.

8. Each of the Task Orders will list an estimated completion time for that Task Order.

9. *PERFORMANCE CERTIFIER.

Performance certifiers will be identified for each Task Order within the Order when issued. In general, performance certifiers for this contract are MCS Systems Acquisition Manager (SAM), Mr. Kerry Riese, SFAE-CS&CSS FP-AWS, email address RieseK@tacom.army.mil, telephone number (586) 574-7926; MCS Systems Acquisition Manager, Ms. Brenda McKinney, SFAE-CS&CSS FP-AWS, email address McKinneB@tacom.army.mil, telephone number (586) 753-2285; or MCS Procurement Analyst, Mr. Michael Herlevi, SFAE-CS&CSS FP-AQ, email address HerlevMi@tacom.army.mil, telephone number (586) 574-6002.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
H-16 TASK ORDER REQUIREMENTS

All work performed under this contract shall be accomplished in accordance with Task Orders issued by the Procuring Contracting Officer (PCO), unless otherwise designated in writing to the Administrative Contracting Officer (ACO) by the PCO, and will be based on one or more Government requirement(s). Each Task Order shall be deemed to incorporate the terms and conditions of this contract. Each Task Order will define the work to be accomplished within the general Scope of Work (SOW), Government Furnished Information (GFI) to be provided as a Statement of Work when a proposal for labor hours and pricing is requested, and any and all required deliverable data.

H-17 LIMITATION ON TIME TO WORK ON TASK ORDERS

The Contractor shall not be required to perform work and services under any Task Order later than twelve (12) months after expiration of the time that the Government may issue Task Orders under this contract unless otherwise negotiated and defined in the Task Order Statement of Work (SOW).

H-18 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT/INFORMATION

Any Government Furnished Property/Equipment/Information (GFP/E/I) required by the Contractor for the performance of any Task Order shall be stipulated in the Order. Transportation of GFP/E/I to the Contractor's facility shall be done at the Government's expense. Return shipment from the Contractor's facility to the U.S. Army Tank-automotive & Armaments Command (TACOM) shall be at the contractor's expense, and such expense shall be an allowable cost. The Contractor shall establish and maintain control over Government property in accordance with Federal Acquisition Regulation (FAR) 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).

H-19 REIMBURSEMENT OF TRAVEL COSTS

All travel shall be reimbursed at cost plus negotiated G&A rate. Transportation by commercial carrier shall be limited to "coach" fare and shall be reimbursed at cost including the negotiated G&A rate. Transportation by private automobile shall be invoiced at the current JTR rate per mile on each Task Order at time of travel, as applicable. The Government's Joint Travel Regulations (JTR) will be the guidance document for claims of lodging and meal allowances. Subsistence, lodging, and incidental expenses shall be invoiced at actual cost based on a daily rate not to exceed the lowest cost compatible with accomplishment of the Task Order and not to exceed the current Joint Travel Regulation approved rates for same, based on location of travel/stay. A standard of reasonableness will apply. The contractor is eligible to obtain government rates on air fare and hotel accommodations when traveling on Government work related business.

H-20 MATERIALS AND SUBCONTRACTS

Materials and subcontractors utilized by the Contractor in performance of the work and services under this contract shall be paid for in accordance with the "Payments" clause in the in performance. Such materials and subcontracts shall be only those which enter directly into the end product, or which are used, consumed, or performed directly in connection with the furnishing of such product or service.

H-21 ESTIMATES OF WORK

It is understood and agreed that the Government, upon submission of a precise statement of effort/work, will request the Contractor to estimate the effort to accomplish th work. The Contractor shall respond within 30 (thirty) days at the max, sooner is acceptable, and shall furnish as a minimum the following information:

- a) Work breakdown analysis, including location, time and estimated hours per classification of labor and

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estimated total cost to complete the effort;

- b) Classification and level of personnel to be employed, including subcontractor personnel if required;
- c) Cost and type of materials, if applicable;
- d) Proposed subcontracting efforts in detail, if required;
- e) Breakdown of travel costs in detail when required;
- f) Other direct costs.

Development and submittal of the above information shall contribute to an indirect cost and shall not be charged to the Government directly.

H-22 CONTRACT PERIOD, REVIEW AND MODIFICATION

Orders may be issued hereunder for a period of forty-two (42) months beginning on the effective date shown on the cover page of this Contract. The ceiling price of this contract is established at \$500,000.00.

*NOTE: This paragraph updated at modification P00004 to indicate extension from 18-months PoP to 42-months, ending December 31, 2005, and to reflect increase in contract ceiling from \$200,000 to \$500,000.00

H-23 PROCEDURES FOR PROPOSAL SUBMITTAL

H-23.1 Proposals for task order efforts shall be submitted in response to a letter/e-mail Request for Proposal (RFP) which will include an order identifying the Watercraft Systems services support needed by the Government. Contractor proposal distribution shall be to the Contracting Office representative who initiated the request. If the RFP is sent by the PCO, a copy of the Contractor proposal shall also be provided to the Contract Specialist of record as well.

H-23.2 The cost estimates shall be in support of the Statement of Work. Estimates shall be formulated using the negotiated rates and will be written in the format agreed upon between the Contractor and Contract Specialist.

H-24 TASK ORDERS

H-24.1 Upon receipt of any Task Order issued hereunder by the Contracting Officer, the Contractor, pursuant to each such Order, shall furnish to the Government services and data of the type at the prices set forth in the Schedule B. Task Orders may be issued at the sole option of the Government during the period set forth in the Ordering Clause hereof, more than one requirement on a Task Order is authorized.

H-24.2 The total amount of each Task Order shall establish a ceiling price for the Order, which the Contractor exceeds at his own risk. The Contractor shall provide valid and sufficient reasons for any requested change in the ceiling price. Any changes to the ceiling price will be issued in writing, will set forth any additional obligation incurred by the Government, through issuance of a modification signed by the Contracting Officer.

H-24.3 Task Orders for services and data shall be issued by the Contracting Officer in writing, dated and numbered. They shall set forth (a) services being ordered, (b) associated data, (c) delivery or performance dates, (d) place of delivery or performance, (e) packing and shipping instructions, if any, (f) the funds obligated, (g) the industrial resources priorities and allocations (DO/DX) rating. Amendments to Task Orders, may be issued by the Contracting Officer via written modification thereto. Each Task Order shall allow specific amounts for Line Items 001_, 002_, 003_, 004_, and 0050, if/as appropriate.

H-24.4 Orders may be issued by the Contracting Officer during the period set forth in Section I, FAR 52.216-18, "Ordering". Orders issued during the period set forth in the Ordering Clause shall not specify a period of performance in excess of twelve (12) months beyond the expiration date of the contract. Upon receipt of a Task Order issued hereunder, the Contractor shall furnish to the Government the services and data requested, at the prices agreed upon, based on the negotiated rates set

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forth in the Schedule B pages of this contract.

H-24.5 Upon completion of a Task Order any excess funds may be removed by unilateral modification of the contract.

H-25 DATA SUBMITTAL

H-25.1 The Government shall accept or reject, in writing, data submissions under this contract not later than 30 days after receipt of the submission. The rejection of a data submission shall be accompanied by a detailed rationale as to rejection. If the Government does not respond to the data submission within 30 days, the government forfeits its right to reject such data submission and the Contractor may consider the data submission as acceptable. Note, however, that the Government may request a 10-day extension of the review period and such a request shall be considered an acceptable response within the aforementioned review period. If an extension is requested, the extension shall begin on the first day after the expiration of the 30-day review period. Final Data submittal's must be accompanied by the proper Material Inspection and Receiving Report (DD Form 250) documentation.

H-25.2 Should the Government reject a data submission deliverable, the Contractor shall not later than 30 days after receipt of the rejection information, apply recommended corrections and resubmit the document to the Government for review. If necessary, the Contractor may request a 10-day extension of the correction period and as such a request shall be considered an acceptable response within the aforementioned review period. If an extension is requested, the extension shall begin on the first day after the expiration of the 30-day correction period.

H-25.3 References to "30-days after receipt of submission", and "10-days after receipt" are assumed to be electronic notifications whereby e-mail return receipts shall be received. A normal transaction for receipt is interpreted to be 3-days, considering a message can be sent after business hours of either the Contractor or Government on a Friday and will not be "received" until the following Monday. Any travel that may affect the 10- and/or 30-day time frames for receipt and processing of data should be advised as much in advance as possible to Contractor, Contracting Office/er, ACO, and Systems Acquisition Manager/Technical evaluator.

H-26 PAYMENT PROVISION FOR MATERIAL/COMPUTER SERVICES/TRAVEL/SUBCONTRACTING/OTHER NON-LABOR DIRECT COSTS

H-26.1 Material, Computer Services, Travel, Subcontracting, Other non-labor Direct Costs, if required in the performance of the resulting contract/task orders, shall be acquired in an expeditious manner. Subcontracting of personnel and/or machines, when essential to provide completeness and continuity of the overall contract efforts, and which cannot be performed by personnel and machinery regularly assigned to the contract, may be utilized and may be directed in the task orders issued by the Government. Subcontracting shall be utilized only to satisfy the need for unique capabilities or specialized personnel. These services may be performed by either additional Subcontractor personnel and facilities or subcontracted from other sources.

H-26.2 In accordance with the clause entitled "Payments Under Time and Materials and Labor Hour Contracts", the Contractor shall be reimbursed for the actual cost of subcontracting and materials (Line Items 002_ and 003_), including a Burden Rate as negotiated and defined in Section B, Line Item 002_ and 003_, and as applicable under Part 31 of the FAR> No profit shall be allowed thereon.

H-26.3 Travel, Computer Services, and Other non-labor direct costs (Line Item 004_) shall be reimbursed at actual cost (for travel in accordance with Joint Travel Regulations current at the time of travel), including only a General and Administrative (G&A) Rate as negotiated and identified in Section B, Line Item 004_, and is applicable under Part 31 of the FAR. No profit will be allowed thereon, These costs are defined as follows:

H-26.3.a Travel of Contractor or Sub-contractor personnel in order to perform the efforts required by this contract and subsequent task orders, and shall include necessary air fare and/or other transportation expenses. Travel does not include local travel in and around the Contractor's office(s) unless in excess of 5-miles from that location.

H-26.3.b Subsistence in the form of meals, lodging and incidental expenses incurred in the performance of travel by the Contractor or Subcontractor employees, if such subsistence expenses are approved by the Contractor, and do not exceed the amount negotiated in the Task Order for per diem and incidental expenses using the Joint Travel Regulations (JTR) in effect at the time of travel.

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H-26.3.c Computer services shall be for use on this contract only. Computer Services shall be authorized when required to accomplish the task order work effort. Prior approval by the Contracting Officer or the Contracting Officer's designated representative is required for all computer services.

H-26.3.d The Contractor must maintain records to support acquisition of acquired material, subcontracting, computer services, and travel which shall be made available to the Administrative Contracting Officer and/or the Defense Contract Audit Agency (DCAA) for inspection and review. All material/test equipment acquired hereunder for which the Contractor is reimbursed hereunder shall become the property of the Government and becomes a deliverable to the Government upon completion of the Task Order and/or Contract shall it be applicable for use during the life of the document, and shall be accounted for in accordance with FAR 45.105.

H-27 GUARANTEED FINAL REPORT

In the event the Contractor is unable to complete th effort as specified in the Task order because the cost of completion would be in excess of funds allotted to the Task Order, the Contractor agrees, not withstanding any other clauses in this contract, to furnish a final Contract Summary Report of the individual Task Order.

*** END OF NARRATIVE H 001 ***